

MAY 13 1976 - 11 25 PM

INTERSTATE COMMERCE COMMISSION

THIRD AMENDMENT AGREEMENT, dated as of December 1, 1975, among Louisville and Nashville Railroad Company (hereinafter called the Lessee), Exchange National Bank of Chicago, as trustee (hereinafter called the Lessor), and American National Bank and Trust Company of Chicago, as agent (hereinafter called the Assignee).

WHEREAS the Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of December 1, 1974 (hereinafter called the Original Lease);

WHEREAS the Original Lease has been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on January 3, 1975, at 2:20 p.m., and was assigned recordation number 7771;

WHEREAS the Original Lease has been amended by Amendment Agreements dated as of February 1, 1975, and August 1, 1975, respectively (the Original Lease, as amended by said Amendment Agreements, being hereinafter called the Lease);

WHEREAS the Lessor and the Assignee have entered into an Assignment of Lease and Agreement dated as of December 1, 1974 (hereinafter called the Assignment), assigning for security purposes the rights of the Lessor in, to and under the Lease to the Assignee;

WHEREAS the Lessor and the Lessee have agreed to extend the terms of the Lease; and

WHEREAS the parties hereto now desire to amend the Lease to provide for such extension;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The first paragraph of § 3 of the Lease is hereby amended (a) to substitute the number 37 for the number 31 in the first sentence thereof, and (b) to substitute for the last sentence thereof the following sentence: "The next 20 rental payments shall each be in an amount equal to 5.2013% of the Purchase Price of each Unit then subject to this Lease; the next ten rental payments (commencing with the payment due on May 30, 1986), shall each be in an amount equal to 4.6909% of the Purchase Price of each Unit then subject to this Lease; the next six rental payments (commencing with the payment due May 30, 1991) shall each be in an amount equal to 2.600486% of the Purchase Price of each Unit then subject to this Lease."

2. The schedule contained in the second paragraph of § 7 of the Lease is hereby amended to add after the date "May 30, 1990" the words ", and thereafter".

3. The first paragraph of § 13 of the Lease is hereby amended to substitute the date "May 30, 1995" for the date "May 30, 1992".

4. The Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

5. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 16 of the Lease.

6. Except as amended hereby, the Lease and the Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

LOUISVILLE AND NASHVILLE RAILROAD  
COMPANY,

by

  
ASST. Vice President

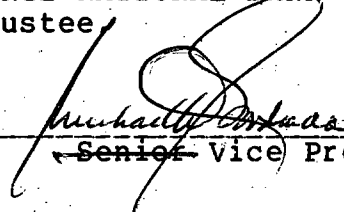
[Corporate Seal]

Attest:

  
ATTESTING OFFICER

EXCHANGE NATIONAL BANK OF CHICAGO,  
as trustee,

by

  
~~Senior Vice President~~

[Corporate Seal]

Attest:

  
~~Assistant Secretary~~

Trust Officer


AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as agent,

by

  
Second Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary

COMMONWEALTH OF KENTUCKY, )  
 ) ss.:  
COUNTY OF JEFFERSON, )

On this 18<sup>th</sup> day of March, 1976, before me personally appeared *N. H. Stier*, to me personally known, who being by me duly sworn, says that he is *Asst. Vice President* of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Sharon W. Bowles*  
Notary Public

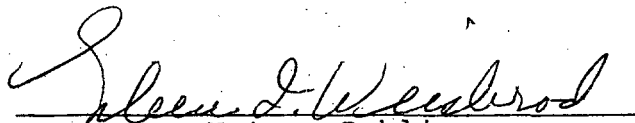
[Notarial Seal]

My Commission expires

*July 26, 1978*

STATE OF ILLINOIS, )  
                          ) ss.:  
COUNTY OF COOK,     )

On this 11 day of March 1976, before me personally appeared MICHAEL D. GOODMAN, to me personally known, who being by me duly sworn, says that he is ~~Senior~~ Vice President of EXCHANGE NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, that said instrument was signed and sealed on behalf of said national bank, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

  
Notary Public

[Notarial Seal]

My Commission expires

August 22, 1978

STATE OF ILLINOIS, )  
COUNTY OF COOK, ) ss.:  
)

On this 12 day of March 1976, before me personally appeared J. M. Whelan, to me personally known, who being by me duly sworn, says that he is Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank and trust company, that said instrument was signed and sealed on behalf of said bank and trust company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank and trust company.

Cassanova Cardenas  
Notary Public

[Notarial Seal]

My Commission expires

EXPIRATION DATE MARCH 6, 1978.